



Wells Fargo Servicing Center
 Home Equity Payment Processing
 MAC B6955-01B
 PO Box 31557
 Billings, MT 59107-9900

July 13, 2011

[REDACTED]

RE: **Short Sale Approval**

Borrower(s): [REDACTED]

Account #: [REDACTED]

Property: [REDACTED]

Buyer(s): [REDACTED]

Dear Borrower(s):

This Final Short Sale Approval Letter ("Letter" or "Agreement") serves to confirm that Wells Fargo Bank, N.A. (Wells Fargo) has approved your request for a short sale of the above-referenced Property, and is an agreement between you and Wells Fargo as to the terms of the short sale of the Property. Please be advised, Wells Fargo is **NOT** attempting to collect a debt (deficiency or otherwise) from you personally.

Wells Fargo's approval is valid until July 15, 2011, and requires written acceptance by you. To accept, sign and return the original copy of this Letter to Wells Fargo, along with the enclosed Lender's Terms and Conditions for Approval Consideration (Lender's Terms and Conditions), signed and dated by all parties to the short sale indicated on the Lender's Terms and Conditions. The original signed and dated Letter and the original Lender's Terms and Conditions must be returned to Wells Fargo in the enclosed envelope. You acknowledge that the terms, conditions and representations set forth in the Lender's Terms and Conditions are incorporated in and made a part of this Letter by this reference. If the original, signed and dated Letter and the original, signed and dated Lender's Terms and Conditions are not received by July 15, 2011 and or are altered in any manner, the approval becomes null and void.

Any requested changes to the stated terms and conditions in this Letter or the Lender's Terms and Conditions must be requested in writing by you, and/or your legal representative and approved by Wells Fargo.

AGREEMENT

1. Borrower's Representations

A. Borrower filed for relief under Chapter 7, Chapter 13, or Chapter 11 of the United States Bankruptcy Code on August 19, 2009.

B. Borrower received a bankruptcy discharge of their obligation to repay Wells Fargo pursuant to the terms of the Account, or an order has been issued by the bankruptcy court authorizing Borrower's short sale of the Property.

C. Prior to filing for relief under the United States Bankruptcy Code, Borrower agreed to repay the above-referenced Account and granted Wells Fargo a valid security interest and an enforceable lien on the Property which secures the Account.

D. Borrower, during the course of the above-referenced bankruptcy case, did not, and does not intend to reaffirm the Account secured by the property.

E. Borrower acknowledges and understands that Borrower is not obligated to enter into this Agreement, and that Borrower is entering into this Agreement at Borrower's request, voluntarily and with no coercion or pressure from Wells Fargo, for the sole purpose of selling the Property free and clear of Wells Fargo's security interest and lien. Borrower further acknowledges that Wells Fargo has advised Borrower that Borrower has no personal obligation to repay the Account secured by the Property because the debt created pursuant to the terms of the Account has been discharged in bankruptcy; or, if Borrower has not yet received their discharge, that Borrower will have no personal obligation to repay the Account secured by the Property at the time Borrower receives their bankruptcy discharge.

_____/_____ (AFTER READING THIS PARAGRAPH, BORROWER MUST INITIAL HERE.)

2. Lender's Representations

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A. Wells Fargo acknowledges that: (1) Borrower has received a discharge in bankruptcy or the bankruptcy court has issued an order authorizing Borrower's short sale of the Property; (2) Borrower's personal liability for the debt evidenced by the Account has been discharged or may become discharged in the future; and (3) Borrower, upon discharge, has no personal obligation to pay Wells Fargo the debt evidenced by Account and secured by the Property.

B. Wells Fargo, despite the fact that Borrower has received or may receive a discharge in bankruptcy, retains a valid and enforceable security interest in and lien on the Property.

C. Borrower desires to sell the Property securing the Account, and Wells Fargo has agreed to such request, in exchange for payment to Wells Fargo to release it's lien on the Property.

3. Governing Law. This Agreement shall be construed pursuant to the laws of the state in which the Property is located.

4. No Waiver of Discharge. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO BE A WAIVER OF THE BORROWER'S DISCHARGE IN BANKRUPTCY, AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY, AN ATTEMPT TO REVIVE THE PERSONAL LIABILITY OF THE BORROWER FOR ANY AMOUNTS DUE AND OWING IN CONNECTION WITH THE ACCOUNT, OR AN ATTEMPT TO OTHERWISE VIOLATE THE AUTOMATIC STAY.

5. Approval Terms and Conditions.

- A. The real estate agents' commissions to be withheld from the net proceeds check are not greater than \$10,440.00 (6.000% of the contract sales price).
- B. Wells Fargo's actual payoff due through July 15, 2011 (after the date of closing) is estimated at \$47,619.45. The payoff includes: unpaid principal balances, accrued interest, late charges, negative escrow reserve, and delinquency expenses. The net proceeds check to Wells Fargo at closing is not less than \$3,000.00.

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- C. Immediately after closing please wire (Net Proceeds) made payable to Wells Fargo in an amount not less than \$3,000.00, and made payable to Wells Fargo Bank to:

Wells Fargo, N.A.
420 Montgomery Street
San Francisco, CA 94101
Account Number: 4121704191
Routing Number: 121000248

If you are unable to wire the funds please express mail certified funds to:

Wells Fargo Bank, N.A.
Loan Servicing Center Payment Processing
Mac B6955-01B
PO Box 31557
Billings, MT 59107-1557

- D. Immediately after closing, the closing agent/attorney is to fax a copy of the HUD-1 Settlement Statement to Wells Fargo at 1-855-457-6314 to the attention of Lona M..

- E. Within 24 hours (one business day) after closing, the closing agent/attorney is to forward the following to Wells Fargo:

- a. A copy of the fully executed sales contract with all addenda express mailed to the address set forth above in paragraph C.
- b. A copy of the fully executed HUD-1 Settlement statement express mailed to the address set forth above in paragraph C.
- c. Please wire your closing agent/attorney "good funds" (Net Proceeds) made payable to Wells Fargo in an amount not less than 3000, and made payable to Wells Fargo Bank to:

Wells Fargo, N.A.
420 Montgomery Street
San Francisco, CA 94101
Account Number: 4121704191
Routing Number: 121000248

6. Representation and Voluntary Action. The parties represent, warrant and agree that each has been represented by their own counsel, or have had an opportunity to be represented by counsel, that they have thoroughly read and understood the terms of this Agreement, conferred with their respective attorneys on any questions in regard to this Agreement, and have voluntarily entered into this Agreement.

7. Construction. This Agreement shall not be construed more strictly against one party than against any other party by virtue of the fact that the Agreement may have been drafted or prepared by counsel for one of the parties, it being recognized that all parties to this Agreement have contributed substantially and materially to the preparation of this Agreement.

8. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.